

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
 http://www.purchasing.state.ut.us

Invitation to BidSolicitation Number: **JG3091**Due Date: **12/17/02 2:00 PM**

Date Sent: December 3, 2002

Goods and services to be

TWO NEW TRAILER MOUNTED ASPHALT DISTRIBUTORS FOR CRACK SEALING**Please complete**

| | | | |
|--|--|-----------------------------------|----------|
| Company Name | | Federal Tax Identification Number | |
| Ordering Address | City | State | Zip Code |
| Remittance Address (if different from ordering address) | City | State | Zip Code |
| Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government | Company Contact Person | | |
| Telephone Number (include area code) | Fax Number (include area code) | | |
| Company's Internet Web Address | Email Address | | |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) | Days Required for Delivery After Receipt of Order (see attached for any required minimums) | | |
| <p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p> | | | |
| Offeror's Authorized Representative's Signature | | Date | |
| Type or Print Name | | Position or Title | |

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: **JG3091**

Due Date: **12/17/02 2:00 PM**

Vendor Name:

| Item# | Qty | Unit | Description | Unit Price | Extension |
|-------|-----|------|---|------------|-----------|
| 1 | 2 | EACH | NEW TRAILER MOUNTED, 200 GALLON CAPACITY, DIESEL FUELED, ASPHALT DISTRIBUTORS FOR USE IN CRACK SEALING PER ATTACHED SPECIFICATIONS. | \$ | \$ |

THIS IS AN INVITATION TO BID THEREFORE YOU MAY SUBMIT YOUR BID IN PERSON OR MAIL IT TO STATE PURCHASING. FAXED BIDS WILL NOT BE CONSIDERED.

FOR TECHNICAL QUESTIONS PLEASE CONTACT PAUL ROTTMANN AT (801) 965-4078 OR PROTTMANN@UTAH.GOV

FOR QUESTION RELATED TO THE BID PROCESS PLEASE CONTACT JARED GARDNER AT (801) 538-3342 OR JAREDGARDNER@UTAH.GOV

REF RX# 810-36300000025

Ship To: DEPARTMENT OF TRANSPORTATION
CENTRAL SHOPS
4501 SOUTH 2700 WEST

FREIGHT CHARGES (if applicable)

| | |
|--|----|
| SHIPPING POINT AND ZIP CODE | |
| SHIPPING WEIGHT | |
| MODE OF TRANSPORTATION (Please check one) | |
| <input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify) | |
| <input type="checkbox"/> NMFC Class # _____ <input type="checkbox"/> NMFC Item # _____ | |
| TOTAL PRICE LESS FREIGHT (FOB Origin) | \$ |
| TOTAL PRICE INCLUDING FREIGHT (FOB Destination) | \$ |

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume

responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every

subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

SPECIFICATION 1004 STATE OF UTAH D.O.T.

November 4, 2002



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SPECIFICATIONS FOR THE PURCHASE OF TWO TRAILER-MOUNTED, 200-GALLON CAPACITY, DIESEL-FUELED, ASPHALT DISTRIBUTORS FOR USE IN CRACK-SEALING OPERATIONS.

NO QUANTITY ESTIMATES ARE AVAILABLE AND NO QUANTITY IS GUARANTEED AS A RESULT OF AWARD OF THIS INVITATION FOR BID(IBF).

Bid Identification Bidder _____

Make / Model quoted _____

A reference to a particular product is made only for the purpose of clarification of the minimum acceptable standards. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed.

PART I, GENERAL SPECIFICATIONS

1. The equipment bid shall be new units of the current model. The equipment shall meet the following minimum specifications, but is not limited as to features furnished by the manufacturer. The equipment shall have all standard features. The equipment must be delivered assembled, serviced, tested and ready to operate, with all fluids at operating levels, and a full tank of fuel.
2. The distributors shall be suitable for heating and applying all grades of asphalt rubber sealants and specification joint sealants.
3. Equipment furnished to the State of Utah must meet current State and Federal safety regulations.
4. Bid must have a response to each item of the specifications. Use spaces provided and/or attach additional sheets, if required.
5. Provide terms of warranty or include copy of standard warranty.

Bid response: See attached _____

Items covered _____ *Duration* _____

SPECIFICATION 1004

PART II, DETAILED SPECIFICATIONS

1. Trailer Frame

Shall be constructed from formed or rolled channel 5 inches deep by 3/16 inch thick (minimum).

*Bid response Comply*___ *Exceptions*_____

2. Running Gear

- 2.1 Dual axles each rated at 3,500 lb., or a single axle rated at 7,000 lb.
- 2.2 Shall have hydraulic surge brake system.
- 2.3 Pintle eye. with adjustable mounting height from 14 to 32 inches.
- 2.4 Two safety chains, 3/8" grade 70, with pin shackles.
- 2.5 Fold up, screw jack on draw-bar 5,000 lb capacity.

*Bid response Comply*___ *Exceptions*_____

3. Lights

- 3.1 Shall have turn, stop and tail lights with license plate light and holder on left side, and all required reflectors.
- 3.2 Shall have Pollak 11-702 plug.
- 3.3 Shall have Target Teck mini light bar P/N 450112-02.

*Bid response Comply*___ *Exceptions*_____

4. Sealant Tank

- 4.1 Tank capacity 200 gallon minimum.
- 4.2 Tank shall be made of 3/16 in. thick steel, minimum.
- 4.3 Sealant in tank shall be mixed by hydraulic driven agitator. Agitator shall be designed to prevent damage by unmelted blocks of sealant added to tank.

*Response Comply*___ *Exceptions*_____

5. Loading Hatch

- 5.1 Loading hatch opening shall be approximately 21 by 36 inches.
- 5.2 Shall have hinged cover and anti-splash loading design.
- 5.3 Loading height 54 inch maximum.
- 5.4 Tank shall have minimum of 2 inch insulation with metal outer cover.

SPECIFICATION 1004

- 5.5 Tank overflow pipe shall be located so that any overflow material will not fall onto control valves.

Bid response Comply___ Exceptions_____

6. Heating System

- 6.1 Sealant melting and heating shall be by diesel fueled, pumped, circulating hot oil system.
6.2 System shall be adequate to heat a full tank of sealant blocks from 50° F. to 375° F. so that application can start within 60 minutes of start-up maximum.
6.3 System must maintain application temperature of melt when blocks are added to partial tank during operation.

Response Comply___ Exceptions_____

7. Temperature Control

- 7.1 System shall have adjustable temperature control to maintain sealant at recommended temperature and high temperature safety cutoff.
7.2 Shall have independent temperature gauges for the heat transfer oil, sealant in tank and sealant at pump discharge.

Response Comply___ Exceptions_____

8. Combustion Area

- 8.1 The combustion area shall be shielded to prevent flame contact with spilled sealant.
8.2 Burners shall have safety controls to cut off fuel in event of failed ignition.

Bid response Comply___ Exceptions_____

9. Application System

- 9.1 Sealant pump shall be gear-type with jacket heated by circulating heat transfer oil, and driven by hydraulic motor.
9.2 Application hose shall be 1 inch I.D. by 20 ft. (minimum), high temperature, wire braid- type, designed for the required service.
9.3 Applicator wand shall be approximately 54 inches long with insulated handle and shut off valve.
9.4 The connection made between the hose applicator is made through a 360 degree swivel.
9.5 There shall be a heated storage compartment for the hose and wands.
9.6 There shall be a temperature gauge for the storage compartment and a means of regulating storage compartment temperature.
9.7 There shall be provision for inserting the wand into the sealant tank for recirculating.

Bid response Comply___ Exceptions_____

SPECIFICATION 1004

10. Clean Out

- 10.1 The sealant pump shall be reversible for clean out of the system without the use of solvents.
- 10.2 There shall be no provision for storage of solvent.

*Bid response Comply*___ *Exceptions*_____

11. Hydraulic System

- 11.1 The hydraulic system shall include three (3) separate motors to drive the tank agitator, hot oil pump and sealant pump.
- 11.2 There shall be:
 - 11.2.1 A single hydraulic pump
 - 11.2.2 One (1) hydraulic reservoir
 - 11.2.3 One (1) pressure and one return filter
 - 11.2.4 Required controls.
- 11.3 The pump shall be driven by 25 HP, minimum, diesel fueled engine.
- 11.4 Hydraulic hoses shall be routed and shielded to prevent ignition of oil in event of hose failure.

*Bid response Comply*___ *Exceptions*_____

12. Fuel Tank

The unit shall be equipped with a minimum 30 gallon diesel fuel tank,.

*Bid response Comply*___ *Exceptions*_____

13. Paint and marking

- 13.1 Unit shall be painted manufacturers standard color.
- 13.2 Chrome shall not be painted.
- 13.3 Manufacturer's standard emblems and model designations are allowed, but shall not exceed 4 inches high.
- 13.4 All other advertising and decorative striping shall be omitted.

*Bid response Comply*___ *Exceptions*_____

14. Identification

- 14.1 Each unit shall have a metal tag permanently attached to the draw bar or frame with the following information:
 - 14.1.1 Manufacturer's name
 - 14.1.2 Year of manufacture

SPECIFICATION 1004

14.1.3 Model number

14.1.4 Serial number.

14.2 Each unit shall have a 7 digit unit number in 2" high numbers welded on the left side of the draw bar. Unit number will be specified on purchase order when issued.

*Response Comply*___ *Exceptions*_____

PART III, OPTIONS

Option 1: Electric brakes.

*Response: Price of Option*_____ *Not Available*_____

Option 2: Shall be a simple interlock to prevent removing the wand from the tank without first stopping the flow of sealant from the wand.

*Response: Price of Option*_____ *Not Available*_____

PART IV, TRAINING

Supplier shall provide a minimum of 4 hours of training at a STATE facility for operators and maintenance personnel in the use and maintenance of the unit(s).

*Bid response Comply*___ *Exceptions*_____

PART V, DELIVERY

1. Delivery is required within 90 days after purchase order. Delivery date will be considered in evaluating bids.
2. Delivery must include the following at no additional cost:
 - 2.1 One complete set of replacement filters for the unit.
 - 2.2 Dealer's invoice
 - 2.3 A copy of warranty
 - 2.4 One (1) operator's manual for each unit
 - 2.5 Three (3) additional, complete sets of manuals including:
 - 2.5.1 parts lists
 - 2.5.2 Repair manuals
 - 2.5.3 Operator's manuals

SPECIFICATION 1004

- 2.6 Delivery must also include MSO, application for title and safety inspection. All documentation shall show owner/purchaser as **STATE OF UTAH D.O.T.**
- 2.7 Invoices will not be approved for payment until all documentation and manuals have been received.
- 2.8 Delivery shall be at no additional charge, F.O.B. Utah Dept. of Transportation, Central Shops, 4501 S. 2700 W. , Salt Lake City, Utah 84119.

POINTS OF CONTACT

For information about specifications, contact Paul Rottmann, Purchasing Agent at (801-965-4078) or Karl Gustavson Equipment Specialist at (801-965-4470) at the above address.